

# Hawaiian Gazette

# Gazette

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WHOLE NO. 1779.

## Hawaiian Gazette. SEMI-WEEKLY. ISSUED TUESDAYS AND FRIDAYS

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# WHAT THEY ARE DOING IN HILO.

Great Excitement Over the Recent Demonstration of Pele.

## ORIGINAL LAKE IS INCREASING.

Honolulu Architects Will Build First Foreign Church—Dangers of Plant Importation—Hilo's Pet Names. Resignation of the Port Surveyor.

(From the Hilo Tribune)

HILO, (Hawaii), July 18.—On Saturday, about 7 o'clock p.m., news flew about town like wild fire that Kilauea was again active. About 11 p.m. of the same evening later reports were received from Mr. Lee, who had just returned from a descent to the scene of the disturbances. Signs of renewed activity were noted early Saturday evening. An investigating party was sent down into the crater and the following report was returned.

A lake forty feet by ninety feet was found in the north-west corner of the old lake. A fiery fountain about the middle of the surging lake was spouting into the air to a height of between 75 and 100 feet. The original lake has been gradually increasing in size and the fires have retained their usual fierceness.

The latest news from the Volcano was received at 5 o'clock Friday evening. Mr. Lee telephoned that the lake is constantly increasing and has already attained the respectable size of 200x200 feet. The fire was also increasing in activity and at times five or six fountains could be seen on the surface of the molten lake, some of them reaching a height of seventy-five feet. Quite a party of ladies and gentlemen were at the Volcano Hotel. Mr. Lee is confident that the lake will grow to five times its present size before next Saturday.

At a meeting of the congregation of the Hilo First Foreign Church held last Sunday morning, the plans submitted by Messrs. Ripley and Dickey of Honolulu, for a new church including Sunday school, were accepted and work on the same will be commenced as soon as the necessary plans can be completed.

The building will be 60x65 feet, with a tower, and will be of wood with a corrugated iron roof of a low pitch, painted red, giving a tropical appearance to the exterior. The walls are to be shingled clear to the ground, which gives a rich effect.

The estimated cost is twelve thousand dollars, and it is hoped that this amount will be fully subscribed so that the new church can be dedicated free of debt.

A reporter of this paper has been informed that there are people in town engaged in importing flower and fruit plants from Honolulu. There is a law against this sort of inter-island traffic although it seems to have been shelved. It has been noticed that many foreign diseases have appeared from time to time among the different plants of the vegetable kingdom in Hilo and the surrounding country that were heretofore unknown in this Island. This is no doubt due to the bringing into our midst of flower and fruit trees from districts where disease is prevalent.

From time to time Honolulu people and incidentally the papers of the petted city revel in giving Hilo all sorts of names, good, bad and indifferent. Following is a list of them which begins with The Rainy City, Pacific Boston, Ambitious City, Greater City, The Growling Town and ever so many more. With all these nick-names they forget not that Hilo is forging ahead at a business-like rate.

Dr. R. B. Williams and Miss Celia F. Plunkett will be married on Wednesday morning next, the 22nd inst. The marriage ceremony will take place at the residence of C. C. Kennedy, Esq. at Waiakea, and will be a private one owing to a recent bereavement in the bride's family.

Mr. J. M. Janes has resigned from the position of Port Surveyor for the port of Hilo. He will henceforth devote his time to the supervision of his coffee estate in Olaa.

It is stated that between thirty-five and forty Government school teachers throughout the Islands have sent in their resignations. In Hilo and Lanai, pahoahoe it is ascertained that four teachers have resigned.

Mr. W. Conradt and Mrs. Emily Stupplebeen were married at Puuao on Tuesday evening last, Rev. S. L. Dasha performing the marriage ceremony. The marriage was a private one.

The sugar season will come to a close in a couple of months. The 1897

## CANDIDATE MCKINLEY'S IDEA ON ANNEXATION.

"Mr. Hammond, in talking with me on Island affairs, said that within one year Hawaii would be possibly annexed as he had just returned from the East, and while there had a personal interview with his intimate friend, Major McKinley, who said that the Islands ought to be annexed, or words to that effect."

Since the Hawaiian plank of the Republican platform was first published in this paper, discussion has been rife as to just what that plank means. The question also asked is, How does McKinley stand on the question? The above is an extract from a letter written by D. F. Thrush while in San Francisco. Mr. Hammond, with whom the conversation was held, is the San Francisco agent of the American Bible Society.

Season will begin about January and will continue longer than the present one or any in the past.

Mr. Fred S. Clinton was married lately at Honokaa to Miss Bessie Rickard. Mr. Clinton is manager of the Hamakua-Kohala Telephone Co.

A new two story hotel will be built in Hilo by the Hilo Hotel Company in the rear of the present building. Work is to commence at once, and it is expected to be ready for business by December next. The grounds will be handsomely laid out and a band stand erected.

### TO WASH THE BLOOD.

#### A Simple Salt and Water Injection in Place of Transfusion.

Washing the blood is the latest remedy for diseases brought on by or causing a sluggish circulation and low state of the blood. The washing process is performed by plain salt and water.

From a pint to two quarts of water are injected into the system by means of an ordinary hypodermic syringe.

A vein is opened in the arm of the patient with the usual antiseptic precautions, and the salt water injected in large doses. A profuse perspiration and general activity of the secretory organs follows, carrying away the noxious matter present in the blood. The new remedy is recommended by several doctors in papers read recently before the Academy of Medicine in Paris, and has been successfully employed in numerous instances. In cases of anaemia, typhoid, hemorrhages, sudden shock, and even in cases of intoxication, this blood washing, it is said, works wonders. For some years surgeons have used a saline injection in cases of collapse after an operation. It is the most powerful tonic known and has saved many lives. Its efficacy in ordinary diseases has, however, only recently been discovered.

Letters from the Molokai settlement told of the death of Judge Kukana in Kalawao on Tuesday, July 14th.

The quarterly report from Malulani hospital showed the following:

Number of patients in hospital April 1st, 1896, 2; number of patients since, 5; Hawaiians 3, foreigners 2, paying, 2; non-paying, 3; discharged, 4; in hospital 1; number of calls for medicine, 20; no deaths.

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45; Hawaiians, 12; foreigners, 33, pay-

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A letter from H. Hackfeld & Co. requested information regarding the hot air fumigating plant in use here. The O. & O. S. agents in China having written here to find out about it. The secretary was instructed to send the requisite information and to emphasize the fact of its thorough efficiency as a fumigating apparatus.

A verbal report was made by Dr Day showing the existence of only three cases of varioloid at the quarantine station with the patients getting along well; also that there are no prospects of further cases.

At 4:15 p.m. the Board went into executive session.

### BOARD OF HEALTH.

Dr. Day Says Everything is Well at Quarantine Station.

Quarterly Reports From Koloa and Malulani Hospitals—H. Hackfeld & Co. Request Information.

At a meeting of the Board of Health held yesterday afternoon there were in attendance President Emerson, Drs. Day and Monsarrat, and Messrs. Reynolds, Lansing and Kelipio.

Fish Inspector's report showed 93,780 fish received at the fish market for the week ending July 20th. This increase over the usual amount was due to an installment of akule received from Molokai.

The usual quarterly report of Koloa hospital received from Dr Goodhue, showed the following:

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### AUSTRALIAN RACERS.

Crackerjacks to Visit England, America and Hawaii.

Late advices from Australia report matters lively in cycling circles. The Australian cycle cracks, Megson, Lewis and Payne, have sailed from Sydney to London. They were given a great send off by their friends and the new South Wales League of Wheelmen. The trio are best professional riders. Australia has produced so far and intend to compete in principal events in England. They will also visit America, returning to the Colonies via San Francisco and Honolulu.

Martin, the American cyclist, ran a dead heat in the open half-mile event at Melbourne, with Elliott. The final, won by Clinton (30 yards), was done in one minute one second. Martin was asked to explain his riding in the heat of the three-mile event in which he finished second to Clinton, though leading at the turn. His answer was that he was taken by surprise in the sprint and could not get his big gear going fast enough. The officials did not accept this theory and disqualified him for the event.

**FISHER PALI PAINTING.**

A Work of Art Sold to W. C. Peacock Yesterday.

A magnificent painting of the Pali by Hugo Fisher was purchased by W. C. Peacock yesterday morning. The view is entirely different from any painted here, and shows the grand panorama of Koolau from a point between the two high peaks.

The sun is entirely obscured by the heavy clouds, which make the tone of the sea in the distance a deep grey. A rain storm near the horizon is extremely natural in the middle foreground; the high hills are in a dull color while in the valley between these hills and the peaks in the foreground dashes of light brightens the valley and lends a grand effect to the distance. The picture is on exhibition at the Pacific Hardware Company.

### THE WEARY WOMAN

These lines of American origin, and written nearly twenty years ago, have started on a fresh round, through their publication in answer to a correspondent's query.

Here lies a poor old woman who always was tired. She lived in a house where help was not hired. Her last words on earth were, "Dear friends, I am going to where there's no cooking, nor washing, nor sewing." But everything there is exact to my wishes. For where they don't eat there's no washing up dishes. I'll be where loud anthems will always be ringing. But having no voice, I'll get quit of the singing. Don't mourn for me now, don't mourn for me never. I'm going to do nothing for ever and ever."

The cooking, washing and sewing are obsolete now, or nearly so but women are just as tired as ever, and the plaint will have to be revised, something like this, perhaps:

Here lies a poor woman who always was busy. She lived under pressure that rendered her dizzy.

She belonged to ten clubs and read Browning by sight. Showed at luncheons and teas, and would vote if she might.

She served on a school board with courage and zeal.

She golfed and she kodaked and rode on a wheel.

She read Tolstoi and Ibsen, knew microbes by name.

Approved of Delsarte, was a "Daughter" and "Dame."

Her children went in for the top education.

Her husband went seaward for nervous prostration.

One day on her tablets she found an hour free.

The shock was too great and she died instantaneously.

—St. George's Chronicle.

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**SADDLERY AND HARNESS.**

Orders from the other Islands promptly attended to.

Corner King and Fort Sts.

P. O. Box 327 Hotel 10

ONE BOX OF CLARKE'S B41 PILLS

I warrant to cure all discharges from the Primary Organs, in either sex, acquired or constitutionally generated, in Pains in the Back, Generated from Mercury. Sold in Boxes 48, each Box 1 Chemists and Patent Medicine Vendors throughout the World. Proprietor, Mr. LINCOLN AND MIDLAND COUNTIES DRUG COMPANY, Lincoln, England.

1709

## COLDS, COUGHS, INFLUENZA, SORE THROAT

### Ayer's Cherry Pectoral

Will relieve the most distressing cough, soothe the inflamed membrane, loosen the phlegm, and induce refreshing sleep. For the cure of Croup, Whooping Cough, Sore Throat, and all the pulmonary troubles to which the young are so liable, there is no other remedy so effective as

### AYER'S Cherry Pectoral

#### A Record of nearly 60 years

##### Gold Medals at the World's Chief Expositions.

The name Ayer's Cherry Pectoral, is prominent on the label and is blown in the glass of each bottle. Take no cheap imitation.

**Hawaiian Gazette.**

SEMI-WEEKLY.

EDUED TUESDAYS AND FRIDAYS

W. R. FARRINGTON, EDITOR.

FRIDAY, JULY 24, 1896

noble work." There are only two ways to account for the pessimistic ideas of the New York clergymen. He has either been jilted and consequently soured on all young ladies, or else some of the bridegrooms connected with the one thousand marriages he has performed have been remiss in paying their dues to the person.

## CHILI'S NEW GOVERNMENT.

The recent election of a President in Chili was one of the few electoral struggles in South America carried on legally and peacefully. President Frederico Errazuriz was placed at the head of the nation by a practically unanimous vote of his countrymen, in consequence of a coalition of opposing factions, who saw that their chances for success were very small. Thus the Government now organized is supposed to suit everybody, and an era of progress is promised. Chili's troubles are centered principally in the condition of the national finance. At present the national debt is small, but the country is ambitious and is seeking foreign capital to carry out internal improvements and to build up a navy. The national credit is kept up to a very good standard, but the national treasury has an unfortunate way of turning the budget surplus into deficits. This is in a large degree due to the fact that the Republic depends upon one industry.

More than one-half of the revenue comes from the nitrate trade. Consequently the market fluctuations of nitrate gives the country new hope or throws it into the sloughs of financial dependency. This year it is anticipated that there will be a falling off of from \$4,000,000 to \$5,000,000 in the export duties. In placing its dependence in one industry Chili is not far different from the present conditions in our own land. Chili's new coalition Government will, it is supposed, turn its attention to opening up southern provinces and obtaining a good class of immigrants to settle and develop the lands. In such a policy rests its only hope for continued prosperity.

## HILO'S CONTINUED STORY.

The Hilo paper in its last issue gives another chapter of its continued story. "Hilo the future metropolis and Honolulu the country town." This shows that our Hilo friends are following the principle of "hitch your wagon to a star," a very good principle indeed. Since the progress of the future metropolis of Hawaii is so clearly assured, we see no reason why this continued story of the contemporary should be so thoroughly stuffed with such general condemnation of Honolulu and the unfortunate citizens of the Island of Oahu. Why should the friend on Hawaii pour all the ink of his disgruntled pen upon this city of a few thousand inhabitants?

To be sure, Honolulu has the best harbor in the Islands, but Honolulu should not be blamed for this natural contour of the Island of Oahu. By virtue of this natural advantage Honolulu has become a distributing center for the Northern Pacific, and the people have simply endeavored to keep pace with the increased traffic that is coming to the Island. Again, Oahu furnishes a good portion of the tax money that is used to assist Hilo in building a wharf and making things comfortable generally for those on the big Island.

In a recent interview with a representative of this paper Prof. Koebel expressed himself as irrevocably opposed to the importation of plants from Japan while the present method of plant inspection obtained. This matter of plant inspection is one that deserves the careful attention of the authorities. So many pests have been brought to the country in the earth that adheres to the roots of imported plants, and the casual examination made of the plant and earth as well is so inadequate, that it would seem none too severe to allow only seeds to be brought in. The agricultural industries should be protected with quite as much care as the public health, and the only way to secure complete protection is to exclude all plants or earths liable to carry the larvae of injurious insects.

Rev. Dr. Peters, a pastor in New York City, has preached a sermon on marriage that has attracted considerable attention. The reverend gentleman puts marriage down as a failure in nine cases out of ten. In the course of his sermon he said that of one thousand couples whom he had married, "the majority entered into matrimony unadvisedly, unthinkingly, and without proper consideration," that young ladies give their consent too easily, "though a marriage with them is a mockery that insults the sense." He further said that thousands of married couples realize the happiness which they expected previous to the tying of the knot, and that "there is not a single woman who would be better off if she were not married." As an illustration of marriage he quoted a saying of the Chinese, "The brightest idea that goes in the mind of a man is to marry."

The next thing to consider is what the candidate for President thinks of it. McKinley has kept as quiet on the subject as he can on the money question. He has never had the same "opportunity" or necessity for speaking the topic, and it is only by his association with an occasional word dropped in a speech or an idea of his position on matters of particular interest to the people of Hawaii can be obtained. Judge

## LOCAL BREVITIES.

The Robin Hood amateur company is being formed.

Major Laukaa, of the Court Martial, will protest against the trial being continued on Sunday.

During the absence of Prof. Koebel, Wm. Taylor is looking after the duties of Commissioner Marsden.

Miss Nellie Rickard and Mr. Muir, book keeper at Honokau plantation, will be married next month.

A. F. Cooke left for Kauai on the Iwauai yesterday to attend to some business. He will probably be back on Sunday.

Hopp & Co. will sell you a bedroom set at a startlingly low price, and will guarantee that every piece is well finished and seasoned.

Yesterday's fire was the first big fire the department has had to handle since the Cornwell residence was burned about two months ago.

During the hot season the receptions on board the U. S. S. Adams will be on the first Friday of each month, instead of fortnightly as heretofore.

It is rumored that the engagement of a young lady resident of the big Island to a prominent Honolulu gentleman will soon be announced.

The Pacific Hardware Co. have just received by the Australia and brig W. G. Irwin an invoice of Secretary disc plows and other articles of hardware. See ad.

Among the departures for San Francisco on the Monowai yesterday were Judge Hartwell, Miss Hartwell and Miss Mabel Hartwell, Judge Perry, R. G. Agassiz and Dr. Huddy.

The Elsie Adair Company will leave San Francisco for this port on the China, July 30th. Pleasure seekers are looking forward anxiously to the time when this company will play here.

Mr. E. Cavill, the champion swimmer of all Australasia, was a through passenger on the Monowai yesterday. He is on his way to America to meet the crack swimmers, against whom he can hold his own, he thinks.

The Rev. S. S. Palmer of the Brooklyn Presbytery Church of Oakland, Cal., will fill the pulpit of Central Union Church during the absence of Mr. Birnie. He will also take charge of the Wednesday evening prayer meetings. Mr. Birnie will spend his vacation in Hilo.

P. F. August Ebler, owner of the business conducted under the firm name B. F. Ebler & Co., has been visiting in Germany with his family for the past two years. He went there for his health and during his absence C. Du Roi, formerly of H. Hackfeld & Co., has charge of the business. Mr. Du Roi is on a business trip to the Coast.

Solomon Kahiaho, the Oahu prison guard who received a flesh wound in his back from a bullet out of the rifle of George Hubble, another guard, while running out from behind the shelter at Iwilei butts Monday morning, and who was taken to the hospital immediately afterward, was so far recovered yesterday as to be able to return to his home. The wound is only in the fleshy part of the back, and is in no way dangerous.

Professor Koebel left on the steamer Iwalani for Kilaeua, Kauai, yesterday afternoon for the purpose of investigating a certain blight, supposed to be aphid, which was reported to him a short time ago. He has no idea what the new "beast" is doing for the sugar cane, but will make a complete study of it. Kilaeua has received quite a scare from its appearance on the cane. Professor Koebel will return to Honolulu on the Iwalani Sunday.

Percy Marks, a director of the "London Financial News," who is touring the world, as the special correspondent of this "London Financial News," arrived by the "Monowai" yesterday, but owing to New York engagements he was unable to remain over at Honolulu. Mr. Marks brought letters to Minister Damon, on whom he called shortly after arrival, also to Col. Macfarlane and spent the afternoon with the latter driving about the city.

Among the through passengers on the Monowai for San Francisco yesterday were Colonel G. W. Bell, the American Consul at Sydney, who is returning to his home in the States; Professor Kennedy, the famous mesmerist; Mr. Percy Marks, representative of the London Financial News; Dr. Haines, a famous physician of Auckland; Archibald Redwood of New Zealand; Bishop Dr. Broder of Samoa. Mr. and Mrs. Moss-Davis and the Misses Moss-Davis, prominent society people of Auckland.

## FREE SILVER COINAGE 16 TO 1.

The Philadelphia Ledger gives the following explanation of what "free silver coinage at 16 to 1" means:

"It means in practice that sixteen ounces of silver should be held as worth as much as one ounce of gold. One ounce of gold, American coin standard of fineness—that is 900 parts of pure gold to 100 of alloy—will coin in gold dollars \$18.60. Sixteen ounces of silver, American coin standard of fineness—that is, 900 parts of pure silver to 100 of alloy, at the rate of 412½ grains to the dollar (the weight of the present standard silver dollar)—will coin \$18.60 in silver dollars. These sixteen ounces of silver can be bought in the markets of the world today for \$9.94. There would, therefore, be a profit of \$8.66 on an investment of \$9.94, being about 87 percent, if a holder of silver could take it to the mint and coin it without charge into silver dollars. The advocates of free coinage favor a law that will allow any holder of silver bullion—or, in fact, silver of any kind (as the latter can readily be melted into bars)—to have the right to take the same to any mint of the United States and convert it into silver coin free of charge. It is easy to see that if these were done it would not be long, with free coinage, before the country would be flooded with silver coins, and the very large profit to the owners of silver mines would quickly start to work the mines at present idle, to the immense advantage of the mine owner."

Eleven thousand brass bands play for the Salvation Army.

## SHIPPING INTELLIGENCE.

## ARRIVALS.

Tuesday, July 21.

Br. bk Velocity, Martin, from China  
Stmr Kauai, Bruhn, from Kauai  
ports.

Wednesday, July 22.

Stmr Kaala, Thompson, from Oahu  
ports.

Thursday, July 23.

U. S. S. Monowai, Carey, from the  
Colonies.

Stmr Ke Au Hou, Thompson, from  
Kauai ports.

Stmr Kaena, Parker, from Oahu ports

## DEPARTURES.

Tuesday, July 21.

O. S. S. Australia, Houdlette, for San  
Francisco.

Stmr Waialeale, Gregory, for Lahaina  
and Hamakua.

Stmr Hawaii, Fitzgerald, for Hawaii  
ports.

Stmr Claudine, Cameron, for Maui  
ports.

Stmr Lehua, Nye, for Hawaii.

Wednesday, July 22.

Stmr Kauai, Bruhn, for Honoupu  
and Punalu'u.

Stmr Kaala, Thompson, for Oahu  
ports.

Stmr Iwalani, Smythe, for Kauai  
ports (Mikabala route).

Thursday, July 23.

U. S. S. Monowai, Carey, for San  
Francisco.

Stmr Ke Au Hou, Thompson, for  
Kauai ports.

## PASSENGERS.

## Arrivals.

From Kauai, per stmr Kauai, July  
21—Miss L. Aukai, J. Jacobsen and 7  
on deck.

From Maui and Hawaii, per stmr  
W. G. Hall, July 21—H. R. Hitchcock,  
wife and children, T. T. Myer, J. T.  
Brown, J. W. Sanderson, R. T. Wilber,  
Jas. Morse, Bishop Willis, C. D. Miller,  
Chas. Hooper, Thos. N. Haae, Mrs. W.  
E. Foster, Miss Alice F. Beard, Miss  
Sarah Cockett, Miss Y. Mahinehune,  
Misses Testa (2), Ah Sin and 64 on  
deck.

From the Colonies, per U. S. S. Mono-  
wai, July 23—Major General Hogge,  
Mr. Pettigrew, Colonel Burton Brown,  
and one in the steerage.

From Kauai ports, per stmr Ke Au  
Hou, July 22—Paul R. Isenberg, Jr., Dr.  
Anderson, Miss Pratt, Mr. Isaacs and 2  
on deck.

## Departures.

For Hamakua, per stmr Walalea,  
July 21—Mrs. Gillin and Mrs. Anderson.

For Hawaii, per stmr Hawaii, July  
21—Mr. and Mrs. Samuel Parker, Mrs.  
C. L. Wight and family and C. J. Falk.

For Maui ports, per stmr Claudine,  
July 21—F. W. Damon, wife, 4 children  
and nurse, Miss Barnum, Miss Ham-  
mond, Miss Kahaula, Chas. Crozier,  
Jr., wife and 2 children, Chas. Crozier,  
Sr., Marie Nunes, John Richardson and  
daughter, Peter Ohr, R. R. Berg, Rev.  
Hans Isenberg and wife, H. Parmalee  
and wife, Miss L. Grau, M. Malendez,  
C. A. Spreckels, H. P. Baldwin, Master  
H. Hedemann, Rev. E. M. Hanuna and  
wife, Ah Ming, Hon Fon, D. McLean,  
Dr. J. M. Topmoeller, B. Topmoeller.

For S. F. per O. S. S. Australia, July  
21—E. L. Roeder, Brothers Joseph,  
Albert and Edward, Mrs. L. Kessler, Fred  
Horner and wife, A. L. Taylor, Mrs.  
M. S. Dumas, Mrs. J. C. McStay, Mrs.  
Keekah and two children, the Misses  
Scott, Miss Jewell, Mrs. Schank and two  
children, Miss Shortridge, Theo. Rich-  
ards and wife, Miss Atherton, Miss  
Annie Dahl, T. J. Birch, Dr. Anderson  
and wife, D. E. Bortree, C. E. Rice, Miss  
A. M. Paris, Miss M. E. Bortree, Mrs.  
Usner, Miss Fitzgerald, Mrs. E. J. Dun-  
phy, Mrs. A. Kingsford, E. O. White,  
wife and two children, Aug. Fries, H.  
Pohlmann, Mrs. E. Curtis, Miss S. Carter,  
Miss F. L. Guenther, Miss L. Gold-  
stein, R. J. Little and wife, C. Maed-  
onald, Major Z. K. Pangborn and wife,  
Mrs. J. L. Maurer, Mrs. H. Morrison, J.  
U. Sudam, C. H. Sudam, Captain W.  
B. Godfrey, wife and five children, Mr.  
and Mrs. P. A. Williams and E. D.  
Tenny.

For San Francisco, per S. S. Mono-  
wai, July 23—S. G. Wilder and bride,  
Miss Peters, K. B. Blanding, C. H.  
Dasher, Judge Perry, F. M. Husted,  
R. A. Tomes, R. G. Agassiz, W. L.  
Hinchman, Dr. Huddy, Mrs. Hill and  
daughter, Mrs. H. S. Pratt, Mrs. Chas.  
Williams, Mrs. P. Hughes, Mr. Rice,  
the Misses Rice, Miss D. Hollyan,  
Miss Lana, R. H. Whiting, Judge  
Hartwell, Miss Hartwell and Miss Ma-  
bel Hartwell, O. S. Williams, T. H.  
Petrie, Mrs. John Spencer, Miss H.  
Anderson, Mrs. Petrie, Miss A. Petrie,  
Mrs. W. Dunn, Alfred Dunn.

## BORN.

SCOTT—At Makaweli Plantation, Kan-  
ai, on the 21st inst., to the wife of  
James Scott, a son.

## DIED.

CARSLEY—At Honalo, Kona, Hawaii,  
July 13, 1896. Amelia Puohu, beloved  
wife of Geo. F. Carsley, aged 72  
years and 2 months.

## FIRE THIS MORNING.

Quickly Extinguished by the  
Chemical Engine.

The fire whistle sounded at about 3  
o'clock this morning for a blaze in  
the Japanese quarter, Maunakea and  
Pauahi streets, caused, it is supposed  
by the overturning of a kerosene lamp  
in a Japanese gambling den. The fire  
department lost no time in getting  
to work and the house was completely  
flooded. Damages nominal.

Mariposa...July 23—Monowai...July 23  
China...Aug. 6 Warrimoo...July 24  
Australia...Aug. 10 Belgic...July 24  
Belgic...Aug. 15 Peru...Aug. 1  
Warrimoo...Aug. 16 Australia...Aug. 15  
Monowai...Aug. 27 Rio Janeiro...Aug. 19  
Coptic...Sept. 2 Alameda...Aug. 20  
Australia...Sept. 4 Gaelic...Aug. 28  
R Janeiro...Sept. 10 Miwana...Aug. 24  
Miwana...Sept. 16 Australia...Sept. 9  
Alameda...Sept. 24 Dorie...Sept. 15  
Peking...Sept. 28 Mariposa...Sept. 17  
Australia...Sept. 28 Warrimoo...Sept. 24  
Dorie...Oct. 7 China...Sept. 25  
Warrimoo...Oct. 16 Australia...Oct. 3  
Mariposa...Oct. 22 Peru...Oct. 12  
Belgic...Oct. 24 Monowai...Oct. 15  
Australia...Oct. 26 Coptic...Oct. 20  
Peru...Nov. 2 Australia...Oct. 28  
Australia...Nov. 16 Miwana...Oct. 24  
Miwana...Nov. 16 Gaelic...Nov. 6  
Monowai...Nov. 19 Alameda...Nov. 12  
Rio Janeiro...Nov. 19 Peking...Nov. 16  
Gaelic...Nov. 28 Australia...Nov. 21  
Australia...Dec. 11 Warrimoo...Nov. 24  
Dorie...Dec. 16 China...Dec. 2  
Warrimoo...Dec. 16 Mariposa...Dec. 10  
Alameda...Dec. 17 Belgic...Dec. 11  
China...Dec. 24 Australia...Dec. 16  
Coptic...Dec. 25 Miwana...Dec. 24

FOREIGN MAIL SERVICE.

Steamships will leave for and arrive  
from San Francisco on the following  
dates, till the close of 1896:

Arrive at Honolulu Leave Honolulu for  
from S. Francisco or San Francisco or  
Vancouver: 1896.

On or About On or About

Mariposa...July 23—Monowai...July 23  
China...Aug. 6 Warrimoo...July 24  
Australia...Aug. 10 Belgic...July 24  
Belgic...Aug. 15 Peru...Aug. 1  
Warrimoo...Aug. 16 Australia...Aug. 15  
Monowai...Aug. 27 Rio Janeiro...Aug. 19  
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Miwana...Sept. 16 Australia...Sept. 9  
Alameda...Sept. 24 Dorie...Sept.

In the Supreme Court of the Hawaiian Islands.

March Term, 1896

Edma G. Troussseau  
v.

Bruce Cartwright and Hugh McIntyre,  
Executors of the will of George P.  
Troussseau, deceased

Before Judd, C. J., Frear, J., and E. P. Dole, Esq., a member of the Bar, in place of Mr. Justice Whiting, disqualified.

The condition in a contract to pay money "when my circumstances allow" is fulfilled by evidence that the promisor was in receipt of money over and above his reasonable expenses with which he could pay.

The fact that the executors of such promisor had not assets to pay in full the sum contracted for by their decedent does not show that the condition of ability to pay in the testator's life-time was not fulfilled.

A contract contemplated money to be paid in installments, conditioned upon ability to pay, evidence of ability to pay part of the subcontracted to be paid is a fulfillment of the condition.

#### OPINION OF THE COURT BY JUDD, C. J. (Frear, J., dissenting).

At the term of this Court held in September, 1895, in overruling a demurrer we decided many points of law raised and sent the case back to the Circuit Court, First Circuit, for trial. The case came on for trial in December last before Circuit Judge Magooon, jury being waived, who, on January 7th last, filed his decision disallowing the principal sum sued for, but giving judgment for the annual payments stipulated to be in lieu of interest. The contract sued upon is an agreement in writing made in 1882 between the late Doctor Troussseau and the plaintiff, who was alleged to be his "separated wife," by which Doctor Troussseau (defendant's decedent) admitted as absolutely correct the claims and demands proved by Madame Troussseau on the 11th March, 1882, amounting to 150,865 francs and 50 centimes, of which he engaged to pay immediately 20,000 francs and also on the 1st January of each year thereafter, beginning January 1, 1884, a sum equal to 5,000 francs to be remitted by the French Consul to Madame Troussseau, in Paris, and to be regarded as interest on the capital remaining of 130,865 francs and 50 centimes. Mons Troussseau then engaged, "if his circumstances allow and as soon as they allow him, to discharge the total amount of his debt to Madame Troussseau, by paying over to her the capital which will remain due to her." These words "which will remain due to her" would be unnecessary and meaningless unless it was contemplated that the principal was to be reduced from time to time as the Doctor was able to make payments. Nowhere in the agreement do we find an expression that implies that the decedent's circumstances must allow him to pay the principal sum in full at one time, or he be freed from the obligation to pay it at all. A person having made such a promise, if construed the other way, could easily defeat his liability by expending his money or giving it away as fast as he received it, in order never to have enough on hand to pay the debt in its entirety.

Now, "good faith" would require that where the decedent earned and received sums of money over and above the reasonable expenses of living of a man in his position, he should apply it to the discharge of this obligation. That he was in receipt of money over and above his reasonable expenses is evidenced by the inventory on file, where, for instance, \$10,974 were shown to have been expended by him in the purchase of 28 ostriches for \$7,550, and the remainder of this sum in buildings and other equipments of an "ostrich farm." To say the least, the investing of over \$10,000 in a new and hazardous enterprise is some evidence that Dr. Troussseau's circumstances admitted of his paying at that time something on account of the debt he owed Madame Troussseau.

Another item in the inventory is "Boat House Property"—costing \$2,075 and consisting of a steam launch, a catamaran, two other boats and a naptha whaleboat. By the will of Dr. Troussseau it appears that he was paying \$25 per month for rent of boat house and wages of boat keeper. Indulgence in the pleasures of boat sailing, while perfectly proper in a person owing no debts, was inconsistent with his obligations under the agreement and is evidence of his ability to discharge a portion of his debt under the agreement equal to the amount expended on these amusements.

The will of Dr. Troussseau declares that he "always had enough." An inference from this language would be that he always had enough with which to discharge his obligations and live comfortably, but from the whole context of the will we cannot find that he intended to have this inference drawn from this language. The will was drafted by himself and was apparently not carefully studied. Other expressions in the will, however, as when he directs his executors "to oppose absolutely any interference from the French Consulate in my affairs. I am a Hawaiian subject and I wish to dispose of my property according to Hawaiian law," and, leaving his property to the person above stated, "after all my lawful debts in Honolulu are paid," indicate that the comparatively small amount of assets which were left after his debts were paid is no indication that his circumstances would not have allowed him to discharge the obligation to Madame Troussseau, but rather that he, being able, was not disposed to do so. He was not by the agreement to be the judge as to whether his circumstances allowed him to pay the obligation in question.

It seems to us that the trial Judge did not give adequate weight to these circumstances. In our minds, this evidence, it not being contradicted by the defendants, is evidence that the circumstances of defendant's decedent admitted of his paying, since the making of the agreement, during his lifetime, of the principal sum or some part of it. Now, proof of ability to pay a part of the principal sum would be a fulfillment of the condition in the agreement to pay, and this being shown to the satisfaction of the Court, would warrant a judgment for the whole amount, and if the property of the decedent be insufficient to discharge it and the other debts in full, both it and they will have to be paid pro rata by the executors, treating the estate as insolvent.

It seems to us that the agreement obliged the decedent to make payments on account of the principal sum from time to time as his circumstances allowed him, and that the evidence adduced by the plaintiff tended to show that he was thus able. A new trial should therefore be ordered, on the ground that the finding of the Court was based upon misconception of the meaning of the contract and a misapplication of the evidence to it.

New trial ordered.

A. S. Hartwell and W. L. Stanley for plaintiffs C. Brown and L. A. Dickey for defendants

Honolulu July 16, 1896

#### OPINION OF E. P. DOLE, ESQ.

The controlling principle is the intent of the parties—what did they say?—what did they mean? The contract is exceedingly long and very loosely

**Awarded**  
**Highest Honors—World's Fair.**  
**Gold Medal, Midwinter Fair.**



MOST PERFECT MADE

A pure Grape Cream of Tartar Powder. Free from Ammonia, Alum or any other adulterant. In all the great Hotels, the leading Clubs and the homes, Dr. Price's Cream Baking Powder holds its supremacy.

40 Years the Standard.

LEWIS & CO.,

Agents, Honolulu, H. I.

drawn but, upon carefully examining it as a whole, it seems clear to me that the parties must have understood and intended that Dr. Troussseau was to pay the debt as he could and that a neglect to pay on account as his circumstances permitted should render the whole immediately due.

Dr. Troussseau explicitly stated that the justice of the claim was beyond dispute, he bound himself to pay it if his circumstances allowed and as soon as they allowed, in naming the rate of interest he provided that the amount of interest should be reduced in proportion as the total debt was extinguished and he agreed that a failure to make the payments mentioned when due should render the whole debt due. I think it would be a forced, unreasonable and unbusinesslike construction of the language Dr. Troussseau used to hold either that he bound himself to make payments as often as he had a few dollars in excess of his immediate necessities or that he reserved the right to accumulate more than one hundred and thirty thousand francs before making a single payment. In construing a contract the language used (technical words excepted) is to have its ordinary and popular meaning unless an intention to the contrary plainly appears, and in determining what such meaning is a court is bound to take judicial notice of the established usages of the business world.

The question what should be considered as substantial payment or ability to make one is eliminated from the case, for the evidence is undisputed that Dr. Troussseau, if not able to pay the entire debt at any one time, was able to pay many thousands of dollars.

For the foregoing reasons I concur in the result reached by the Chief Justice.

Honolulu, July 16, 1896

#### DISSENTING OPINION OF FREAR, J.

I respectfully dissent. The Circuit Court, jury waived, found for the plaintiff for the interest, and against the plaintiff for the principal sum sued for. The plaintiff excepted to the refusal of the Court to find for her or to order judgment for her for the principal sum of \$26,173 claimed by her in her declaration, and to the ruling of the Court that the evidence failed to authorize such finding and judgment. She then moved that in place of the judgment ordered for her for the interest, judgment be entered for the full sum of the principal and interest on the following grounds:

"1. Decedent's will which is in evidence, is prima facie evidence that his circumstances allowed him during his life time to pay said principal sum."

"2. Defendants' inventory which is in evidence, is prima facie evidence that decedent's estate allowed defendant to pay said principal sum."

"3. Defendants' by their own general issue have admitted assets, and therewith deducted from the amount as benefit from the testator's conditional promise, or that they have an asset with which to pay the principal sum."

"4. Defendants are obliged by law to pay all the decedent's legal expenses, pro rata except preferred debts, if the estate is insufficient to pay them all in full. The principal sum here claimed is acknowledged by decedent in the agreement declared on, was due and owing by him to the plaintiff. The necessity of winding up the decedent's estate, the statute of limitations of claims against the estates of persons deceased dispense with and do not require nor permit the postponement of plaintiff's claim until it shall appear that after all other claims have been paid in full there shall remain sufficient property wherewith to satisfy the plaintiff's claim."

This motion was denied and the plaintiff excepted to the denial.

These are the only exceptions brought here by this will. Plaintiff's counsel states in his brief that the second exception (to the denial of the motion for judgment) is practically the same as the first exception to the refusal to find for the plaintiff for the principal sum, and to the ruling that the evidence failed to authorize such finding. It will, therefore, be necessary to consider only the points raised specifically by the second exception. These four in number I will first touch upon the third and fourth points—which are not referred to by the majority of the Court.

The argument on the third point is that the executors in order to avoid themselves of the defense of "non causa" or "non causa ad resistit," should have set it up by special plea. Without expressing an opinion as to whether those defenses to be available, should be specially pleaded, in our statute of practice it is only necessary to state in this instance the executors do not rely on either of these defenses. They are not declared on a conditional promise namely, Dr. Troussseau's promise to pay

a sum of money if and as soon as his circumstances allow it and alleged fulfillment of the condition. A general affidavit was a sufficient traverse of the allegation of the fulfillment of the condition and the burden was on the plaintiff to sustain the allegation. The fact that the condition happened to be the possession of sufficient assets by the decedent did not make it different, so any other condition precedent to the fulfillment of which must be shown. The defense relied on was not the affirmative one of "nulla bona," but a mere denial of the truth of a necessary condition made by the plaintiff.

The argument on the fourth point is that Dr. Troussseau died, rendering impossible the fulfillment of the condition, so as to make it unnecessary to prove fulfillment in other words, that the condition promise became void by the death of the decedent.

It is well known that a condition may be made but such construction has never been placed upon them. So, for instance, in the case of *Sedman v. Wright*, 187 U. S. 572 a case very similar to this in which there was an absolute promise coupled with a similar condition, as follows: "I am indebted to John Wright in the sum of one hundred and forty-eight dollars which I bind myself to pay, as soon as circumstances will permit me to do so." In re *Bethell*, L. R. 34 Ch. Div. 561, was a case similar to this in which the action was brought over the death of the promisor, but the Court held that proof must be made of the promisor's ability to pay during his life.

As to the first point, I agree with the majority of the Court that decedent's will does not show that his circumstances allowed him during his life to pay the principal sum.

As to the second point also, I agree with the majority of the Court that the executors' inventory does not show that decedent's estate allowed them to pay the principal sum. It is true, as contended by plaintiff's counsel, that the inventory is prima facie evidence of such assets as are not shown by it, but it must be taken as a whole and, so taken, it shows, "total assets, \$35,914.01," and "Total liabilities, \$19,843.61," of which liabilities \$15,000 are notes secured by mortgages and therefore preferred claims. Including uncollected accounts as assets and without deducting the uncollected claims, there remain only \$9,914.01, which certainly cannot be said to allow the payment of the principal sum, \$26,173; and this is the most favorable view for the plaintiff that can be taken of the inventory. If the inventory is not correct, or if the decedent had been in fact at any time after the execution of his agreement able to pay the principal sum, the plaintiff should have adduced further evidence to show it.

It would seem as if there were nothing further to be said, except that all the exceptions should be overruled, since all the points raised by these exceptions have been disposed of adversely to the plaintiff; but the majority of the Court have come to the conclusion that a new trial should be granted upon consideration of a point which, so far as I can see, is not raised by the exception and under the circumstances I deem it my duty to express my views on this point also.

As I understand it the majority of the Court decide that Dr. Troussseau was bound to make payments on account of the principal sum as fast as he could; that failure to pay any amount on account when he could, rendered him at once liable for the whole principal sum; that the inventory is evidence that he could pay something on account during his life, and that as the trial Judge did not take this view of the case a new trial should be ordered.

Let us consider these propositions in their inverse order. First, that as the trial Judge did not take this view of the case a new trial should be ordered.

The attention of the trial Judge was not called to this view of the case, and no exception was taken to his omission to consider it, and therefore it should not be considered by this Court. See *Norris v. Herbig*, 10 Haw. 511; *Byrne v. Allen*, 10 Haw. 511. The trial Court ruled as a matter of law that the ability to pay the principal sum must be shown to which ruling no exception was taken—the exception in regard to the inventory was taken to the refusal of the trial Court to find for the plaintiff for failure to find as matter of fact that the inventory was sufficient evidence that decedent's estate allowed defendants (the executors) to pay said principal sum.

Secondly, that the inventory was evidence that Dr. Troussseau could pay something on account during his life. I agree with the majority of the Court that the inventory was evidence of this fact; and, for that matter, the will also was sufficient evidence of the fact, for it refers to most of the property covered by the inventory. But this fact should not be considered on these exceptions, and is immaterial in view of the law as I find it.

Thirdly, that failure on the part of Dr. Troussseau to pay something on account when he could, rendered him at once liable for the whole principal sum. I know of no proposition of law to the effect that, where one promises to pay a sum of money in installments, failure to pay one installment when due makes all the other installments or the whole sum due at once. Stipulations are sometimes made to that effect, as often in mortgages, but in the absence of such stipulation an action lies for such installments only as are due and unpaid. Whether Article 8 of the agreement in question amounts to such a stipulation is a question neither raised by these exceptions nor relied on by counsel. If it were such a stipulation it would be unnecessary to consider the inventory at all, for it is undisputed that one installment of 5,000 francs expressly agreed to be paid as interest in Article 3 of the agreement, but is damages for the detention of the principal sum from the time when the principal sum was supposed, but not found by the Court, to be due. The logical conclusion under these circumstances would be not to make another error by allowing the principal sum, but to correct the first error by disallowing the interest. This cannot, however, be done on this bill of exceptions, as the plaintiff did not except to the allowance of interest. If the interest sued for and allowed were that provided for in the agreement, it would of course not be according to law to allow it without the principal sum for as above stated in regard to an installment of principal it is proper to sue for an installment of interest when due without suing for the principal sum.

But, fourthly, I cannot see how the agreement can be construed as binding Dr. Troussseau to make payments on account of the principal sum as fast as he could. There can be no question that

he agreement contemplates that payments may be made on account but his is very different from the condition that they are to be made as payments are offered in view of the payment of a sum of money at a certain date in the plaintiff's view, but the obligor of paying the whole or a part earlier date.

In Troussseau's will, however, the object was to pay the total amount and as soon as his circumstances allowed him to do so. The defense relied on was not the affirmative one of "nulla bona," but a mere denial of the truth of a necessary condition made by the plaintiff.

The argument on the fourth point is that Dr. Troussseau's will provides that his object was to pay the total amount and as soon as his circumstances allowed him to do so. The defense relied on was not the affirmative one of "nulla bona," but a mere denial of the truth of a necessary condition made by the plaintiff.

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The argument on the fourth point is that Dr. Troussseau's will provides that his object was to pay the total amount and as soon as his circumstances allowed him to do so. The defense relied on was

# BOSTONIANS GREETED BY BRITONS.

Reception Given Ancient and  
Honorable Artillery Company.

CHEERS GIVEN FOR YANKEES.

Yankee Doodle and God Save the  
Queen Float in Harmony Hall, Regt.  
1st Atmosphere—Expressions of  
Friendships Members of One Race.

LIVERPOOL, July 7. The Cunard steamship *Servia*, from Boston on June 29, having on board the Ancient and Honorable Artillery Company of Massachusetts, reached the landing place here at 4 o'clock. The Americans were greeted with the heartiest of cheers from the vast concourse of people, and they made a lusty response. The enthusiasm displayed by the British has rarely been equaled. The Americans were met by the reception committee of the Honorable Artillery Company of London, the Earl of Derby, the Lord Mayor, many military officers, civil officials and a number of prominent people.

As the hour for the arrival of the company approached large crowds surrounded the Hotel Cecil and Euston station, where, however, they were kept outside the barriers. On the platform of the railway station was a large staff of military and civil officials and police. Along the route originally fixed for the parade were patient crowds, some of whom had been there since early morning, anxiously awaiting the arrival of the Boston Ancients, who, however, were not expected until 9:30, an hour later than the time last announced.

The train steamed into Euston station at 8:45, making another change in the time set for its arrival. It was drawn by two engines, which were decorated with stars and stripes and union jacks. Enormous crowds of people had by this time gathered in and about the station, reaching from the platform to the street and stretching away in all directions along the route. The Americans were to follow. Immediately the train stopped the Salem Cadet Band alighted and drew up on the platform, where it played "God Save the Queen," while crowds, bareheaded, cheered until they were hoarse. The band at the station repeated the British national anthem and then played "Yankee Doodle," the crowds remaining uncovered and cheering.

After "Yankee Doodle" had been once played there was a vociferous demand for an encore. Representatives of the field battery of the London company were detailed to escort the Americans to the armory of the Honorable Artillery Company on Finsbury Square. The main body of the Bostonians, all in full uniform, were drawn up on the platform before which they boarded the omnibuses in waiting and started for the armory. The first question of the visitors was as to who won the boat race at Henley. The whole route to Finsbury Square was lined with omnibuses drawn up in front of the headquarters, within half a mile of which the crowd was as thick as on Lord Mayor's day. The cheering was deafening and all traffic in the neighborhood was stopped. On entering the headquarters the artillerymen immediately repaired to the reception hall, which was a brilliant sight and a perfect blaze of uniforms. Standing in a vacant space was Lord Colville of Culross, in evening dress, the Earl of Denbigh and others in full uniform. They welcomed each guest as his name was announced and this was the signal for more loud cheering. A large number of the visitors from across the Atlantic were in civilian dress, as they had not time to change their clothes. While the reception was in progress the band in the anteroom played national airs. The banquet began at 10 p.m. Many of the ships along the proposed route of the procession which was to escort the Boston artillery company displayed the stars and stripes in great abundance. Upon the arrival of the second special train containing the ladies who had accompanied the Boston artillery company at the Euston station, many Americans were present to offer them a welcome.

In the procession from the reception room to the dining hall one member of the Honorable Artillery Company and one member of the Honorable Artillery Company of the London walked abreast. The Bishop of Marlborough, Miss, chaplain of the Honorable Artillery Company, said grace over the repast at 10 o'clock. The dining hall is very prettily decorated. Over the chairman's head on the wall was an elaborate device made up of the Stars and Stripes and the Union Jack. In it were the state flag of Massachusetts and the flag of the Ancient and Honorable Artillery Company of Boston.

The chairman at the head-table, I, being partaker of the repast, Quoted and said that Her Majesty was showing the greatest interest in the view of his guests. The toast of the queen was drunk among enthusiastic cheers. Col. Walker, of the Boston Artillery, gave a round of cheers to the Americans at the conclusion of the toast, "God Save the Queen." The other guests followed.

men following the national anthem with their various slouts.

The chairman then toasted the President of the United States. In proposing this toast he said that it was a corollary of the preceding toast to the Queen. The President was regarded with affection as the great head of a great nation, and they hoped that his successors would always be leaders in the peaceful contests between the two English speaking nations. The company then drank the toast to the President standing amidst cheers by all.

The chairman next toasted the Prince of Wales and the other members of the Royal family. He referred in his speech to the Prince of Wales' connection with both military companies, with the London company as a member and with the Boston company as an honorary member. Toasts to the army and navy and to the auxiliary forces followed.

The chairman then proposed the toast of the evening by saying: "Comrades from Massachusetts (cheers), with much pleasure I bid you a hearty welcome. A body of armed invaders for the first time in 800 years has successfully landed on our shores. We were comrades, but as relations we hope it will not be presumption if we say that the Honorable Artillery Company greets its visitors as a fond parent would greet its only offspring. All we can say is it is high time you came home and reported yourselves to headquarters. (Cheers.) We regard your stay as too brief, and we hope you will return to America with an increased affection for the English people, and that you will disseminate it among your countrymen. (Cries of 'We will.') I now invite all to drink to the health of our visitors, and I trust that this will commence an epoch of real peace between the two peoples."

Captain Henry Walker, upon rising to reply, was cheered for some minutes. When he was allowed to speak he began by saying: "Friends, I will return sincere thanks for this candid welcome, the forerunner of many greetings to come, from the blood of our race. It is the same blood. This is still our home across the waters." Captain Walker then delivered an eloquent eulogy on the Honorable Artillery Company of London. He said: "We come here on a pilgrimage, and we know that there are warm hearts behind this reception." He also spoke of the loyalty and enthusiasm of both corps for their native land, and said: "Let these two companies be ever faithful to the principle that if disaster shall ever come you cannot say, I did it."

## KATE FIELD'S FRIENDS.

An Inquiry From One Who Takes an Interest.

Wants Remains Deposited in Mount Auburn—Died in Debt and no Funds to Liquidate.

John H. Paty is in receipt of a letter from Miss Lillian Whiting, a great admirer of the late Kate Field, in which full particulars are asked regarding the writer's last moments.

Miss Whiting anxiously inquired as to the disposition of Miss Field's remains and effects and expressed a wish that the casket containing the body be forwarded to New York and buried by the side of her father and mother in Mount Auburn. As this is in opposition to an alleged request of Miss Field's, and as the expense of the removal will be about \$250, Mr. Paty wrote Miss Whiting. The letter to Mr. Paty contained the information that Miss Field's only living relative is George Riddell, the well known elocutionist and lecturer in the United States, he it is thought, is her cousin.

As a contrast to this inquiry from Miss Whiting who is merely an acquaintance and admirer of Miss Field is the action of her supposed friends in the United States to whom in her dying moments she requested letters sent. Neither Consul-General Mills or any of Miss Field's friends in Hawaii have had letters from them that would warrant any action being taken. Geo. Riddell wrote that he would prefer to have the body embalmed in Hawaii because that was the scene of her last work.

Miss Field left no estate, on the contrary she died in debt and there are no funds with which to liquidate. It is said that somewhere in Washington, D. C., are seven or eight trunks containing personal effects, but no one seems to have taken interest enough in Miss Field's affairs to ascertain the value or character of them.

As Miss Field left no estate here, it is impossible that Miss Whiting learns of the true condition of affairs she will transmit the sum necessary to transport the body East.

Mrs. Rhodie Noah, of this place, was taken in the night with cramping pains and the next day diarrhea set in. She took half a bottle of blackberry cordial, but got no relief. She then sent to me to see if I had anything that would help her. I sent her a bottle of Chamberlain's Colic, Cholera and Diarrhoea Remedy, and the first dose relieved her. Another of our neighbors had been sick for about a week and had tried different remedies for diarrhoea, but kept getting worse. I sent him this same remedy. Only four doses of it were required to cure him. He says he owes his recovery to this wonderful remedy. Mrs. Mary Shively Sidney M. Fox for sale by medical experts and dentist Benson St. Paul & Agents for H. L.

## Notice of Sale Under Decree of Foreclosure and Sale.

IN THE CIRCUIT COURT OF THE First Judicial Circuit, Republic of Hawaii.—S. M. DAMON, J. H. FISHER, and H. E. WATTY, Copartners under the firm name of Bishop and Company, plaintiffs, vs. CECIL BROWN, Administrator with the will annexed of the Estate of Walter Murray Gibson, and Trustees of the Estate of said Walter Murray Gibson, deceased, under said will, and JANE WALKER, Executrix under the will of J. S. Walker, deceased, and H. E. McTIRE, in his own behalf, and as Executor under the will of said J. S. Walker; TA LULA LUCY HAYSELDEN, and FREDERIC H. HAYSELDEN, her husband; WILDER'S STEAMSHIP COMPANY, a corporation; WALTER H. HAYSELDEN, LUCY T. HAYSELDEN, FREDERIC H. HAYSELDEN, Junior, a minor, and RACHEL K. HAYSELDEN, a minor, defendants.—Foreclosure Proceedings.

Pursuant to decree of foreclosure and sale, made the above entitled suit and Court, May 11th, A. D. 1890, notice is hereby given that the property hereinabove described will be sold at public auction at the Court House (Aliiolani Hale) in Honolulu, Island of Oahu, Hawaiian Islands, on WEDNESDAY, August 26th, at 12 o'clock noon, said sale to be confirmed by said Circuit Court.

### LIST OF THE PROPERTY.

(1) The following in said Honolulu located near the Executive Building, west of the Judiciary Building, adjoining the Opera House and having a frontage on King, Mili and Queen Streets, described as follows:

Frontage on King Street 161.5 feet; on west side of the Opera House 123 feet; on the rear (maka) end of the Opera House 99 feet; on Mili Street 261 feet; from the end of the Opera House to Queen Street; thence on Queen Street 242.3 feet; thence from Queen Street to King Street 83.2 feet with a right of way 4.7 feet wide from Richard Street into lot and containing an area of 19.125 sq. feet more or less. The aforesaid property consisting:

First.—Of all those parcels of land on King Street in Honolulu, comprising the homestead of said W. M. Gibson mentioned in deed of Chas. T. Gulick, Administrator, dated January 5th, 1882, of record in Liber 70, folio 448.

Second.—That parcel of land in the rear of Music Hall in Honolulu, mentioned in deed from G. W. Keawamahi to W. M. Gibson, dated Jan. 8th, 1884, of record in Liber 87, folio 229.

Third.—Those parcels of land on Queen Street in Honolulu, described in Royal Patent 6778, Apiana 1, L. C. A. 8516 and in Royal Patent 3366, L. C. A. 6428B, mentioned in deed from A. J. Cartwright, Executor to W. M. Gibson, dated April 1st, 1886, of record in Liber 98, folios 164-166.

Fourth.—Those parcels of land on Queen Street in Honolulu, mentioned in mortgage from Kalu and Kalaina to B. Borres, dated August 29th, 1878, of record in Liber 55, folios 450-452.

(2) Also: All the following property in Lahaina, Island of Maui:

First.—That parcel of land at Lahaina known as the Pa Haleakamani mentioned in deed of Emma Kaleoleonalani and others to W. M. Gibson, dated May 13th, 1884, of record in Liber 22, folio 62.

Second.—That parcel of land at Lahaina having a part of L. C. A. 2220 mentioned in deed from Kia Nahaolelani to W. M. Gibson dated Nov. 4, 1879, of record in Liber 02, folio 102.

Third.—Those parcels of land at Lahaina described in L. C. A. 8519B, Royal Patent 1876, and in Royal Patent 1196.

(3) Also: All of the property on the Island of Lanai forming part of the Lanai Ranch, so-called, belonging to the Estate of W. M. Gibson, and consisting of the following property, to wit:

LANDS IN FEE SIMPLE.

First.—All that tract of land, known as the Ahupuaa of Paia, containing 5897 1/10 acres, described in Royal Patent No. 7093, and in deed from L. Haalele, Liber 16, folios 264 and 265.

Second.—All that tract of land known as the Ahupuaa of Keahakapu, containing 1829 acres, described in Royal Patent 7144, conveyed to said W. M. Gibson by deed of J. O. Dominis, Guardian, dated March 9, 1867, of record in Liber 23, folio 167.

Third.—All that tract of land, known as the Ahupuaa of Maunake, containing 3442.88 acres, described in Royal Patent 5775, conveyed to said W. M. Gibson b, by deed of A. J. Cartwright, executor above named.

Fourth.—All that tract of land described in Royal Patent 3045, containing 128 acres, conveyed to said W. M. Gibson by deed of William Beder, dated September 27, 1875 of record in Liber 48, folio 359.

Fifth.—All of those tracts of land described in Royal Patent 3029, containing an acre of 236.68 acres, and all the title conveyed by deed of Kelihiwai and others to W. M. Gibson, dated August 20, 1876, of record in Liber 48, folio 330, and in deed of Kealaikau to W. M. Gibson, dated December 7, 1877, of record in Liber 61, folio 389, and in deed from Kealaikau to W. M. Gibson, dated August 23, 1878, of record in Liber 16, folio 323.

Sixth.—All those parcels of land conveyed to said W. M. Gibson by deed of Uilama Paaehao and another, dated November 27, 1886, recorded in Liber 116, folio 33, and described in Land Commission Award 88556, Royal Patent 5137, containing 39 acres more or less.

Seventh.—All that land described in Royal Patent Grant 2903, containing 52 7/100 acres, conveyed to W. M. Gibson, by Puupai, by deed dated April 24, 1864, recorded in Liber 20, folio 24.

Eighth.—All that land described in Land Commission Award 3417 B, conveyed by Kamaika and others to W. M. Gibson by deed dated March 7, 1865, recorded in Liber 19, folio 274.

Ninth.—All that land described in Land Commission Award 10,035, containing 7 7/200 acres, conveyed by Kailoa to W. M. Gibson, by deed dated June 2, 1865, of record in Liber 19, page 407.

Tenth.—All that land described in L. C. A. 4317, conveyed by Mahoe and others to W. M. Gibson, by deed dated January 30, 1867, and recorded in Liber 24, folio 262.

Eleventh.—All that land described in Royal Patent 4767, L. C. A. 10,041, conveyed by John S. Gibson to W. M. Gibson, by deed dated July 17, 1878, of record in Liber 47, folio 49.

Thirteenth.—All that land described in Royal Patent 303, to Kainoa conveyed by K. Kainoa to W. M. Gibson, by deed dated May 25, 1865, recorded in Liber 03, folio 129.

Fourteenth.—All other lands on said Island of Lanai of which the said W. M. Gibson was seized, possessed or entitled to on the 11th day of August, 1862, and the 31st day of August, 1867.

LEASEHOLDS.

First.—Lease No. 167 from the Hawaiian Government of Paia, containing 9078 acres, and of Kamoku, containing 8291 acres, expiring January 1, 1910, annual rental \$200 payable semi-annually in advance.

Second.—Lease No. 168 of Kealii Aupua, Pau, and Kamoku containing 8360 acres, expiring June 25, 1898, annual rental \$100 payable semi-annually in advance.

Third.—Lease No. 220 of Mahana, contain-

ing 7973 acres, expiring November 1, 1907, annual rental \$100, payable semi-annually in advance.

Fourth.—Lease No. 279 of Kaumolu, containing 7860 acres, expiring February 9, 1907, annual rental \$200, payable semi-annually in advance.

Fifth.—All other leaseholds on the Island of Lanai, held by W. M. Gibson on the 31st day of August 1867, so far as the same may be assigned without incurring any forfeiture.

PERSONAL PROPERTY.

As follows:

The Sheep, cattle and horses belonging to the said estate of W. M. Gibson departing on said Island of Lanai, numbering 24,000 sheep, more or less, 650 cattle, more or less, 200 horses, more or less, also all wool presses, wagons, carts, harnesses, tools, implements, chattels, household furniture and effects belonging to the estate of W. M. Gibson, situated on said Island of Lanai.

(4)

OTHER PROPERTY.

First.—Mortgage from Kia Nahaolelani to said W. M. Gibson, dated March 15, 1887, of record in Liber 108 folios 55-57, to secure the sum of \$1000, and also the note and debt secured thereby.

Second.—Mortgage from Kalo and Kalaina to Mrs. H. Borres, dated August 29, 1878, of record in Liber 55 folios 450-2, to secure the sum of \$500, and also the note and debt secured thereby assigned to W. M. Gibson by assignment of record in Liber 108, folio 189.

TERMS OF SALE, ETC.

The property comprising the Lanai Ranch will be sold as a whole after the Mai and Honolulu properties.

The land of Kalu on the Island of Lanai, now held by the estate of W. M. Gibson as tenant-at-will, will be turned over to the purchaser of the Lanai property without charge.

All purchases at the above sale to be cash in U. S. Gold Coin. Deeds at the expense of the purchasers.

Maps of the property to be sold can be seen at the Hawaiian Safe Deposit and Investment Company, 403 Fort street, Honolulu, and for further information apply to the undersigned.

P. C. JONES, Receiver, Office with the Hawaiian Safe Deposit and Investment Company.

Caution.—Ask for Clarke's Blood Mixture, and beware of worthless imitations or substitutes.

Dated Honolulu, May 25, 1890.

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New Goods by every Steamer. Orders in the other Islands faithfully executed.

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CLARKE'S

WORLD-FAMED

Blood Mixture</

In the Supreme Court of the Hawaiian Islands.

June Term, 1896.

Pilipo Hane.

Kuluwaimaka.

Before JUDD, C. J., FREAR and WHITING, JJ.

There being no bill of exceptions, the motion to place the case upon the calendar for the purpose of dismissing the alleged appeal, is allowed and the case ordered dismissed.

OPINION OF THE COURT.

Judgment was ordered for the plaintiff at the April Term, 1896, of the Circuit Court, Third Circuit, and defendant at that court moved for a new trial which was refused, and defendant excepted, but failed to embody his exception in any bill of exceptions. The clerk of the Circuit Court certified the record to this Court improperly, as there was no bill of exceptions.

The plaintiff moved the case on the calendar for the purpose of moving the dismissal of the alleged appeal, and we now allow the motion and order the case dismissed and the judgment of the Circuit Court stands.

P. Neumann for plaintiff; J. K. Kauana and J. M. Kamea for defendant. Honolulu, July 9th, 1896.

In the Supreme Court of the Hawaiian Islands.

June Term, 1896.

George Titcomb.

J. M. Naoe.

Before JUDD, C. J., FREAR and WHITING, JJ.

On an appeal on points of law, the certificate of the magistrate not containing any points of law, the appeal is dismissed.

OPINION OF THE COURT, BY WHITING, J.

A trial was had before the District Magistrate of Hanalei, Kauai, and judgment rendered for the plaintiff. The defendant appealed to the Circuit Court, jury waived, and in his notice of appeal simply states that it is on questions of law, and does not specify the points raised. The certificate of the District Magistrate states that the defendant appeals on questions of law, but does not set them forth nor do they appear in the record.

The Circuit Court dismissed the defendant's appeal on the ground that no points of law were certified by the District Magistrate and confirmed the judgment of the magistrate.

The Circuit Court was right in its decision. The defendant not taking a general appeal, but confining his appeal to questions of law, he must have those questions properly certified by the magistrate, otherwise there is nothing for the Appellate Court to consider and determine.

Judgment of the Circuit Court affirmed.

Magoon and Edings for plaintiff; E. Johnson for defendant. Honolulu, July 9th, 1896.

In the Supreme Court of the Hawaiian Islands.

June Term, 1896.

J. F. Hackfield, Julius Hoting and Herman Focke, Assignees of W. S. Luce, v.

F. Ludovico.

Before Judd, C. J., Frear, J., and J. A.

Magoon, Esq., a member of the Bar, sitting in place of Whiting, J., dis-

qualified.

Where an execution was issued and returned satisfied, and thereafter it appeared that the execution was issued by mistake of the clerk for a smaller amount than the judgment, the Court may, on notice and motion, allow an alias execution to issue for the balance of the judgment.

OPINION OF THE COURT.

BY JUDD, C. J.

The defendant appealed from a judgment against him in the District Court of Honolulu to the Circuit Court, First Circuit, jury waived, where judgment was rendered against him on the 17th August, 1895. Judgment was entered upon by the clerk on 2d September, as of the August term, for \$246 damages, \$94.25 interest, and \$26.75 attorney's costs, and the execution should have issued for \$417.10, the total of these amounts, whereas the clerk, looking at the wrong docket, issued on the 19th December, 1895, execution for \$341.80 only. The execution was returned by the Marshal, satisfied, before the error was discovered. On the 24th March, 1896, the plaintiff moved before the Circuit Judge for an alias execution for the balance of the judgment, \$76.30 and costs. Notice was served on defendant's attorney and a hearing was had on the 1st April, upon the affidavits of plaintiff's attorney and the clerk, and it appearing to the Court that the original execution was for a wrong sum, on the 1st April it granted the motion, costs to be paid by defendant to this Court.

We find no error here. "The issuing of an alias writ is not doubt always within the province of the Court, while the judgment continues in force." Freeman on Executions, Sec. 52. The case before us is not like that cited by defendant's counsel, where the execution issued for the proper sum and the plaintiff directed a levy for a smaller sum, and the Court refused to issue any further writ. People ex rel. Ransom v. Onandaga C. P., 3 Wend., 331. Where, as in this case, the execution was issued for the wrong sum by the mistake of

the clerk, the propriety of ordering a second writ is indisputable. See Freeman, Secs. 53 and 54, even where a satisfaction of judgment has been entered.

The doctrine is, as laid down in Wilson v. Stillwell, 14 Ohio St., 367, that every court has control over its process, and of entries upon its records, and where process is irregularly issued the court has power to enquire into it and correct the error. The practice is quite uniform to do this on motion.

The exceptions are overruled. Kinney & Ballou for plaintiffs. A Rosa for defendant. Honolulu, July 14, 1896.

SIRUM FOR LOCKJAW.

German Scientist Discovers a Method for Treating the Disease.

BERLIN July 7.—Dr. Blumenthal First Assistant Professor at Leyden, will publish Saturday a scientific report on the treatment of lockjaw by serum which the medical fraternity looks forward to with interest. Dr. Blumenthal gave me the following extract for "The Examiner."

"I discovered and show by numerous examples why serum has failed in the treatment of cases of lockjaw. Lockjaw poison clings to the spinal tissues with such tenacity as to defy neutralization by serum. The experiment I made proved, however, that if, while the lockjaw poison is circulated in the blood, serum is injected, the poison is destroyed."

WHAT BATES WANTED TO KNOW.

"I shall be obliged if you can answer me one question," said my friend Bates, as he lay on the couch one day in my room nursing his aching leg. "Why does exposure to wet or cold bring on an attack of rheumatism at one time, when a like exposure for a score of times leads to no such result?"

Before I set down in writing the answer I gave him, I wish you would read the following letters as no doubt the authors of them will be interested in the same point.

"In November, 1892," says the one, "I had an attack of rheumatic fever, and was confined to my bed for four weeks, during which time I suffered fearfully. I had awful pains all over me; my joints swelled up, and I was so helpless I could not raise my hand to my mouth. After the fever left me I was extremely weak, and so emaciated I was little more than skin and bone. A large lump, the size of an egg, formed on my elbow, and my fingers were almost drawn out of joint. I cannot describe the suffering I had to bear. The doctor ordered me various medicines, and cod liver oil, but they had no effect. In February, 1893, I read in a small book about the remarkable success which had followed the use of Mother Seigel's Syrup in cases of rheumatism, and got a bottle from Messrs. Leverett & Fry, High street. After taking it two weeks I was better, and in about a month more all rheumatic pains had left me, and I was strong and as well as ever. You may publish what I have said. (Signed) John H. Kent, 9 Randall street, Maidstone, Kent, January 30, 1895."

"For many years," says the other, "I had been subject to liver complaint and indigestion. I was habitually heavy, weak, and weary. My appetite was poor, and all food gave me pain and fullness at the chest and around the sides. I had so much pain and tightness of the chest that I could not endure the pressure of my clothing upon it. Although not laid up, I was seldom free from pain or a sense of discomfort. In the summer of 1893 I began to suffer with rheumatism, which affected my arms and shoulders until I had not the power to lift my hand to my head. I tried all sorts of liniments, embrocations, and rubbing oils, but got no benefit from any of them.

"In August, 1893, my friend, Mrs. Owen, told me how much good Mother Seigel's Syrup had done her for rheumatism, and I got a bottle from the drug store in St. Ann's Road. In a few days I was much better, and in less than a month afterward all the pain left me, and I am happy to say I have never had any return of the rheumatism since, but have enjoyed the best of health in every respect. In common thankfulness for my speedy and wonderful deliverance, I willingly consent to the publication of this hurried statement should you wish to make that use of it. (Signed) (Mrs.) L. S. Cole, 8 Albert Road, South Tottenham, London, August 16, 1895."

Before answering the question of my friend Bates (who was a chronic rheumatic) I asked him one: "Why does a lighted match, dropped into the road, die out harmlessly, but when dropped into a haystack, set up a conflagration?"

"Any fool can answer that," he said. "Because in the one case there is nothing for the fire to catch hold of, while in the other there is."

"Exactly," I responded. "Now see

indigestion and liver complaint (the second consequent on the first) continue to produce a virulent poison in the blood called uric acid, practically insoluble in water. This acid, which is a solid, enters the tissues and sets going a hot inflammatory fire. That is rheumatism. It does what a sliver would—only the acid is poison sliver.

"When the indigestion and the liver trouble are not very bad, and the kidneys and sweat glands of the skin are acting fairly well, this acid is carried out of the body about as fast as it is formed. Exposure then brings on no rheumatism. But, per contra, when the stomach and liver are in bad condition, the acid forms faster than the kidneys and skin can carry it off. Then

expose yourself, get cold or wet, hamper the skin and kidneys still more, and the poison acid spreads through your muscles and joints like the fire in the dry hay. You understand? Very well. The longer the cause persists, the more frequent the rheumatic attacks. That is why chronic dyspeptics are apt to be chronic rheumatics. End of dyspepsia, or cure it by the use of Mother Seigel's Syrup, and you and the rheumatism will have no dealings. Neglect it, and suffer every time you catch cold."

That was my answer to Bates and he said there seemed to be sense in it

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We intend to devote our entire time to our increasing MERCHANT TAILEORING BUSINESS.

Now is the time to purchase under wear, neckwear, shirts and hose at cost prices.

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A Model Plant is not complete with Electric Power, thus dispensing with small engines.

Why not generate your power from the CENTRAL Station? One generator can furnish power to your Pump Centrifugals, Elevators, Plows, Railways and Hoists; also furnish light and power for a radius of from 15 to 26 miles.

Electric power being used saves the labor of hauling coal in your field, also water, and does away with high-priced engineers, and only have one engine to look after in your mill.

Where water power is available it costs nothing to generate Electric Power.

THE HAWAIIAN ELECTRIC COMPANY is now ready to furnish Electric Plants and Generators of all descriptions at short notice, and also has on hand a large stock of Wire, Chandlers and Electrical Goods.

All orders will be given prompt attention, and estimates furnished for Lighting and Power Plants; also attention is given to House and Marine Wiring.

THEO. HOFFMAN, Manager.

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With us means a well finished set of three pieces in Solid ASH or OAK. It means a SET that will not have to be sent back in six months to be glued together.

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